

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SAN LUIS



DEC 15 1982

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the TOWN OF SAN LUIS a municipal corporation, hereinafter called "TOWN."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement; and has duly authorized the Assistant Director, Highways Division, to execute the same; said authorization being attached hereto and incorporated herein as Exhibit A;

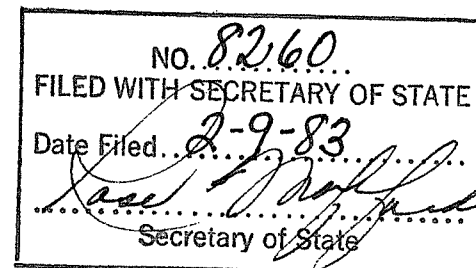
WHEREAS, the TOWN, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the TOWN's system of streets and which form necessary and convenient links in the State Highway System; which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians, and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and



- d. Transportation permits, such as overweight, overwidths, and overheight as prescribed by law; and
- e. Permits for highway right-of-way encroachments and use; and
- f. Resurfacing, resealing, construction, and replacement of roadways; and
- g. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk, and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the TOWN shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning, and minor repairs) of roadway surfaces, sidewalks, curbs, medians, and catch basins; and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and
- d. Removal of sand, rock, and other debris caused by slides or other unusual causes; and
- e. Parking striping (after initial installation); and
- f. Street name and parking signs.

3. Upon the annexation of any area by the Town which is traversed by a STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement; and the TOWN shall furnish the STATE

a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the TOWN except, however, that the TOWN may enforce more restrictive regulations if authorized by law.

5. The TOWN shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the TOWN. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The TOWN will maintain the insurance for the period of this Agreement.

6. The TOWN shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the TOWN shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the TOWN on State Highway right-of-way.

8. The terms, conditions, and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination, and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the Town of San Luis

(Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the Town Attorney of San Luis (Exhibit E) that this agreement is in proper form and within the powers and authority granted to the TOWN OF SAN LUIS under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA ARIZONA DEPARTMENT
OF TRANSPORTATION

BY: [Signature]
Title: Chief Deputy State Engineer

Town of San Luis
By: Josquina C. Rodriguez
Title: Mayor

ATTEST: [Signature]

RESOLUTION

Be it resolved on this date, February 7, 1983, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF SAN LUIS, acting by and through its TOWN COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the TOWN OF SAN LUIS, and request the TOWN to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.

W A Ordway
WILLIAM A. ORDWAY, Director
Department of Transportation



OFFICE OF THE
Attorney General

TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 82-680, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of January, 1982.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

STATE OF ARIZONA)
 : SS
County of Maricopa)

I. Jess Velá, Town Manager ,
of the TOWN OF SAN LUIS, ARIZONA, do hereby certify that
the following is a true and correct extract of the minutes
of the Town Council meeting held April 8, 1981 .

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the TOWN OF SAN LUIS, ARIZONA.
Done in San Luis, Arizona the 9th day of April, 1981.

 Jess Velá

STATE OF ARIZONA)
 : SS
County of Maricopa)

I. Joselina C. Rodriguez
of the TOWN OF SAN LUIS, ARIZONA, do hereby certify that
the following is a true and correct extract of the minutes
of the Town Council meeting held on 7th day of April, 1981.

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the TOWN OF SAN LUIS, ARIZONA.
Done in San Luis, Arizona the 7th day of April, 1981.

Jess Vela

RESOLUTION NO. 10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN LUIS, YUMA COUNTY, STATE OF ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF STATE HIGHWAY U.S. 95 WITHIN THE CORPORATE LIMITS OF THE TOWN OF SAN LUIS.

WHEREAS, the Town of San Luis and the Arizona Department of Transportation are desirous of entering into an agreement for maintenance of State Highway U.S. 95 within the corporate limits of the Town of San Luis; and

WHEREAS, a form of agreement has been submitted by the Arizona Department of Transportation to the Town of San Luis.

NOW, THEREFORE, be it resolved by the Town Council of the Town of San Luis, Yuma County, State of Arizona as follows:

THAT the Mayor of the Town of San Luis, Arizona, is empowered and directed to execute that maintenance agreement with the Arizona Department of Transportation.

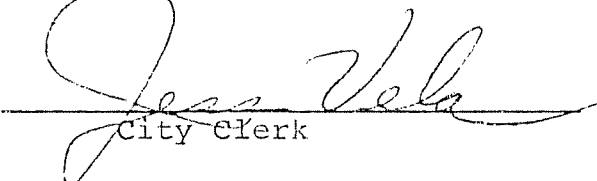
PASSED AND ADOPTED this 8th day of APRIL, 1981.

APPROVED by the Mayor of the Town of San Luis, Yuma County, State of Arizona this 8th day of APRIL, 1981.



Mayor

ATTEST:



City Clerk

Town of San Luis

P.O. BOX 2092
SAN LUIS, ARIZONA 85349

MAYOR, Josefina Rodriguez

PHONE (602) 627-8143

COUNCILMEN

Elias Bermudez
Bruce Jackson
William Hochstatter
Charles Archibald
Jesus Canez
Marcial Perucho

SAN LUIS TOWN COUNCIL MINUTES OF REGULAR MEETING APRIL 8, 1981

Meeting was called to order by Mayor, Josefina Rodriguez at 7:30 p.m.
Pledge of Allegiance led by Mayor, Josefina Rodriguez. Invocation given by
Jess Vela, Town Manager.

Present at the meeting were:

Mayor, Josefina C. Rodriguez
Councilman, Bruce Jackson
Councilman, Charles Archibald

Councilman, Marcial Perucho
Councilman, Jesus Canez
Councilman, Jose Luis Mendoza

Also present was Jess Vela, Town Manager. Vice Mayor, William Hochstatter was
absent.

ITEM 4

Councilman, Charles Archibald moved to approve the minutes of regular council
meeting held on March 25, 1981. Seconded by Councilman, Marcial Perucho. Motion
carried.

ITEM 5

Councilman, Marcial Perucho moved to pay demands as presented. Seconded by
Councilman, Jesus Canez. Motion carried.

ITEM 6

Town Manager, Jess Vela was authorized to submit an application for a loan
to establish a Street Improvement District. Motion made by Councilman, Marcial
Perucho. Seconded by Councilman, Jose Luis Mendoza. Motion passed by a six to one
vote. Councilman Charles Archibald voted no.

OFFICERS: Attorney Robert Clarke -- Magistrate Herman Frauenfelder
Town Manager - Clerk Treasurer Jess Vela

ITEM 6-A

Intergovernmental agreement with A.D.O.T. for maintenance of Main Street. Resolution No. 10 was adopted. Motion by Councilman, Bruce Jackson, seconded by Councilman, Marcial Perucho. Motion carried.

ITEM 7

Town Manager, Jess Vela reported to the council on the approval of the Fm.H.A. Loan Grant and the invitation from H.U.D. to submit the final application for the \$350,000 grant.

ITEM 8

Town Manager, Jess Vela reported on the progress of the engineering work for the Wastewater Treatment Plant and the negotiations with Fm.H.A. to scale down the project plans to reduce the cost of construction and reducing the user rate by approximately \$5.00 per month.

ITEM 9

Discussion on the need for a fire protection Mutual Aid Agreement between the Town of San Luis and the City of Somerton. Motion to have Town Manager execute the agreement made by Bruce Jackson, seconded by Councilman Marcial Perucho. Motion carried.

A lengthy discussion followed in which the public participated, many merchants expressed their concern over adequate fire protection and the need for immediate relief to solve the problem, by contracting with Rural Metro and having the merchants contribute toward the cost. Jose Luis Rangel and Seymour Sinoff offered to make contribution toward cost if the town would enter into a contract with Rural Metro. They also volunteered to contact the other merchants to raise the necessary money to insure adequate fire protection and the training of a volunteer group that would perform efficiently in case of another fire, such as the one that took place on April 3, 1981. Many pros and cons related to cost and performance, also services to be provided by Rural Metro.

ITEM 10

Town Manager was authorized to proceed with development of floor plans for the construction of the San Luis Town Hall. Motion by Councilman, Bruce Jackson. Seconded by Councilman, Marcial Perucho. Motion carried.

ITEM 11

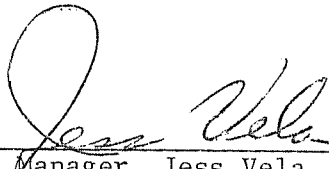
The public was given an opportunity to address the Town Council.

Town Manager informed the council on the approval of approximately \$135.00 for street paving purposes as per plan submitted to E.D.A. with a map outlining the streets to ^{be} paved. Town Manager was authorized to proceed with the necessary steps to secure the funds.

Some questions were raised as to why the streets near the commercial area had been selected for paving. Town Manager explained that the funding agency is mainly concern with improvements that will stimulate industrial development or commercial development, this being one of the conditions for approval of the grant.

ITEM 12

Meeting was adjourn at 9:45 p.m. Motion by Councilman Charles Archibald. Seconded by Councilman, Jesus Canez. Motion carried.



Town Manager, Jess Vela

297



DRUG ENFORCEMENT
ADMIN DEPT OF JUSTICE
↓
23rd St

DRAIN

San Luis
Pop (Est) 300

MAIN

St

D St

C

St

St

St

St

Fourth St

Canal

Main St

First

Second

Third

A

St

12

Ø 135

FRIENDSHIP PARK

MP O



YUMA CO SHERIFF
DEPT SUB STA
U S CUSTOMS
BORDER STATION

Bdy Mon 204

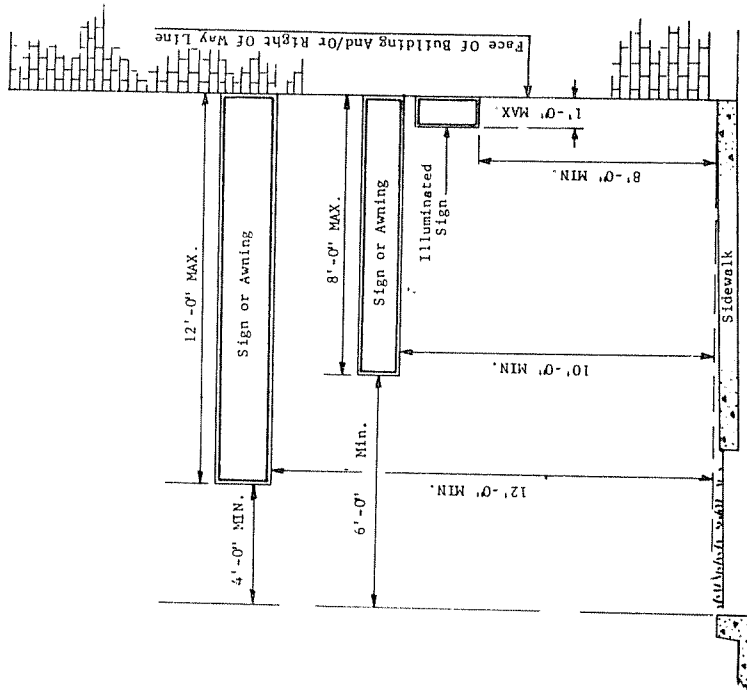
182 000 FEET

Exhibit "C"

EXHIBIT 10 "D"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD PLANS
PERMIT REGULATIONS
FOR SIGNS AND AWINGS

ROBERT C. CLARKE, P.C.
ATTORNEY AT LAW
213 SOUTH 2ND AVENUE
POST OFFICE BOX 1487
YUMA, ARIZONA 85364
TELEPHONE (602) 782-4728

RECEIVED
APR - 9 1981
DISTRICT ONE OFFICE

*MCC M1
RUVW*

April 7, 1981

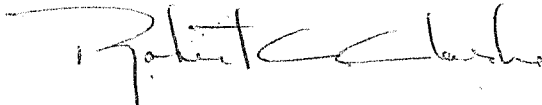
Milem C. Livesay
District Engineer
ARIZONA DEPARTMENT OF TRANSPORTATION
District 1
2140 West Hilton Avenue
Phoenix, Arizona 85009

RE: Intergovernmental Agreement
Town of San Luis, State of Arizona

Dear Mr. Livesay:

Please be advised that I have reviewed the proposed Intergovernmental Agreement for maintenance of U.S. 95, and have determined that the agreement is in proper form and written within the power and authority granted to the Town of San Luis.

Very truly yours,



Robert C. Clarke
Attorney at Law

RCC:sh

xc: Town of San Luis

EXHIBIT "E"